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DEPARTMENT OF COMMERCE

National Institute of Standards and Technology

Docket Number: [150123071-5071-01]

Announcement of Requirements and Registration for Head Health Advanced Materials Prize
Competition - Head Health Challenge III

AGENCY: National Institute of Standards and Technology (NIST), Commerce.

ACTION: Notice.

SUMMARY:

The National Institute of Standards and Technology (NIST), a non-regulatory agency of the United States Department of Commerce, in a cooperative partnership with the National Football League (NFL), the General Electric Company (GE) and Under Armour, Inc. (UA), is conducting a prize competition funding initiative to support the discovery, design and deployment of materials that improve the protection of athletes, members of the military, and society overall.

The Head Health Advanced Materials Prize Competition (Head Health Challenge III, Challenge III, or Competition) is being conducted to broadly advance the science of materials for impact protection, as well as measurements and standards for assessing the performance of such materials. These advances are essential for the health of athletes of every age, and they will have a broad positive impact on the range of activities and occupations in our society that require protective gear. It is hoped that Head Health Challenge III will stimulate engagement with diverse science and technology communities across industry, academia and government (e.g. automotive, aerospace, light-weighting, and physical security) that can realize innovative approaches to this problem.

Efforts to speed diagnosis and improve prevention, protection and treatment for mild traumatic brain injury hold promise for improved safety of athletes, members of the military and the American public. The NFL, GE and UA share a commitment to the importance of research and technology development to better understand, diagnose, prevent and protect against brain injury, as reflected in collaborations, including the Head Health Initiative. In this context, the development of energy-absorbing materials is highly aligned with the broader efforts of NIST under the President's Materials Genome Initiative, aimed at accelerating innovation in advanced materials to address critical national needs, and in keeping with NIST's mission.

Previous Head Health Challenge collaborations by the NFL, GE and UA have addressed the detection and management of mild traumatic brain injuries, focused on discovering imaging and algorithms to better detect and analyze subtle changes in the brain (Head Health Challenge I:

Methods for Diagnosis and Prognosis of Mild Traumatic Brain Injuries), and on novel technologies, system designs, or materials that can quantify head impact in real time, detect, track or monitor biologic or physiological indicators of traumatic brain injury, protect the brain from traumatic injury, mitigate or prevent short or long-term consequences of brain trauma, and assist in training to prevent traumatic brain injury (Head Health Challenge II: Innovative Approaches For Preventing And Identifying Brain Injuries). Information on Head Health Challenges I and II may be found at www.HeadHealthChallenge.com.

The National Football League, Under Armour, GE and the National Institute of Standards and Technology have established a joint effort to advance the state-of-the-art in advanced materials for impact mitigation. The objective of Challenge III is to stimulate the development of a range of materials that provide excellent energy absorbing and energy dissipating properties. The NFL, Under Armour, GE and NIST look forward to receiving submissions consistent with the listed specifications that will aid in advancing safety and protection for athletes, the warfighter, and civilians.

DATES:

Abstract Submission Period: February 2, 2015 – March 13, 2015.

Invitations to Submit Full Proposals and Materials for First Round Competition: April 15, 2015

Announcement of First Round Award Winners: September, 2015

Announcement of Grand Prize Award Winner: September, 2016

The Abstract Submission Period begins February 2, 2015, at 9:00 AM EST and ends March 13, 2015, at 5:00 PM EST. Competition dates are subject to change at the discretion of the Competition Sponsors. Entries submitted before or after the Abstract Submission Period will not be reviewed or considered for award.

FOR FURTHER INFORMATION CONTACT:

Changes or updates to the Competition rules will be posted and can be viewed at the Head Health Challenge III Competition web site at www.HeadHealthChallenge.com.

Questions about the Competition can be directed to the Competition Sponsors at www.HeadHealthChallenge.com, or by email to Michael Fasolka of NIST at HHCHIII@nist.gov, phone 301-975-8301.

Results of the Competition will be announced on the competition web site at www.HeadHealthChallenge.com.

SUPPLEMENTARY INFORMATION:

Competition Sponsors

The National Institute of Standards and Technology (NIST; www.nist.gov) is a non-regulatory Federal agency within the United States Department of Commerce. Founded in 1901, NIST's mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life. NIST carries out its mission through its programs, which include: the NIST Laboratories, conducting world-class research, often in close collaboration with industry, that advances the Nation's technology infrastructure and helps U.S. companies continually improve products and services; the Hollings Manufacturing Extension Partnership (MEP), a nation-wide network of local centers offering technical and business assistance to smaller manufacturers to help them create and retain jobs, increase profits, and save time and money; and the Baldrige Performance Excellence Program, which promotes performance excellence among U.S. manufacturers, service companies, educational institutions, health care providers, and nonprofit organizations; conducts outreach programs; and manages the annual Malcolm Baldrige National Quality Award, which recognizes performance excellence and quality achievement. The agency

operates in two locations: Gaithersburg, Maryland (headquarters—234-hectare/578-acre campus) and Boulder, Colorado (84-hectare/208-acre campus). NIST employs about 3,000 scientists, engineers, technicians, and support and administrative personnel. NIST also hosts about 2,700 associates from academia, industry, and other government agencies, who collaborate with NIST staff and access user facilities. In addition, NIST partners with more than 1,300 manufacturing specialists and staff at more than 400 MEP service locations around the country.

The NIST Material Measurement Laboratory (MML) is one of two metrology laboratories within NIST, and supports the NIST mission by serving as the national reference laboratory for measurements in the chemical, biological and material sciences. MML activities range from fundamental and applied research on the composition, structure and properties of industrial, biological and environmental materials and processes, to the development and dissemination of tools including reference measurement procedures, certified reference materials, critically evaluated data, and best practice guides that help assure measurement quality. MML research and measurement services support areas of national importance that include advanced materials, bioscience and healthcare, electronics, energy, environment and climate, food safety and nutrition, physical infrastructure, and forensics.

The National Football League: Throughout its history, the NFL has made the health and safety of its players a priority. This commitment extends to football played at all ages and also benefits other sports. At the youth level, the NFL's partnership with the Centers for Disease Control and Prevention and the NFL's support for USA Football, including their Heads Up Football initiative,

helps parents, coaches, clinicians and athletes understand the signs and symptoms of possible head injuries. The League has successfully advocated for the passage of youth concussion laws in nearly all 50 states. Through funding for medical studies, including a \$30 million grant to the Foundation for the National Institutes of Health for medical research; collaboration with the military on research and recognizing and reporting potential head injuries; and the work of the NFL's medical committees, the NFL is committed to supporting and advancing science that will have an impact far beyond football. With a continued emphasis on improved equipment, rule changes, and in-game policies, the NFL fosters a culture that promotes health and safety at every level of the game.

The General Electric Company: At GE we have a relentless drive to build things that matter. As a leader in the development of brain diagnostic tools, we are at work to improve the speed and accuracy of concussion evaluation. We invite innovators around the world to join us. There is real power in partnership. True breakthroughs and innovation happen faster when we come together. The power of collaboration between diverse networks cannot be overstated. Our experience has shown us that at GE we don't have all of the solutions, but rather the unique opportunity to seek out great ideas and accelerate their growth. We can leverage our scale and expertise to nurture innovation wherever its seeds grow. We've seen this in our partnership to accelerate early detection and personalized treatment of breast cancer and we know we will see it again in cooperating with the NFL on the Head Health Initiative.

Under Armour, Inc.: As a global leader in sports performance and innovation, Under Armour is proud to outfit athletes around the world with transformative designs and technologies. Every fabric, every stitch of every Under Armour product, on every field of play exists for one singular purpose -- to make all athletes better. To continue fulfilling this long-standing brand mission, our responsibility doesn't end there. We believe in advancing innovation, awareness, and education to create safer playing fields and competition environments for all. With this in mind, we have collaborated with the NFL and GE to increase our access to some of the best minds in the world and empower others to join the Head Health Challenge movement.

Collectively, NIST, the NFL, GE and UA are the “Head Health Challenge III Sponsors,” or the “Competition Sponsors.” The Competition Sponsors will make all decisions related to the development, management, and implementation of the Head Health Advanced Materials Prize Competition.

Eligibility Rules for Participating in the Competition

The Head Health Advanced Materials Prize Competition is open to all individuals over the age of 18 that are residents of the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and American Samoa, and to for-profit or non-profit corporations, institutions, or other validly formed legal entities organized or incorporated in, *and* which maintain a primary place of business in, any of the preceding jurisdictions. An individual,

whether participating singly or with a group, must be a citizen or permanent resident of the United States, and must not have been convicted of a felony or a crime of moral turpitude. A legal entity must not be owned or managed by any individual who has been convicted of a felony or a crime of moral turpitude.

To be eligible to win a Competition prize, a participant (whether an individual or legal entity) must have registered to participate, must have complied with all the requirements under section 3719 of title 15, United States Code (“Prize competitions”), must not be in active bankruptcy, must not be subject to a filed Notice of Federal Tax Claim, and must not be suspended, debarred, or otherwise excluded from doing business with the U.S. Federal Government.

A participant shall not be deemed ineligible because the participant used Federal facilities or consulted with Federal employees in preparing its submission to the Competition if the facilities and employees are made available to all participants on an equitable basis.

Multiple entries are permitted. Each entry will be reviewed independently. Multiple individuals and/or legal entities may collaborate as a group to submit a single entry, in which case all members of the group must satisfy the eligibility requirements, and a single individual from the group must be designated as an official representative for each entry. That designated individual will be responsible for meeting all entry and evaluation requirements. Participation is subject to all U.S. federal, state and local laws and regulations. Void where prohibited or restricted by law. Participants are responsible for checking applicable laws and regulations in their jurisdiction(s) before participating in this Competition, to ensure that their participation is

legal. Individuals entering on behalf of or representing a company, institution or other legal entity are responsible for confirming that their entry does not violate any policies of that company, institution or legal entity.

Employees and contractors of the Competition Sponsors and/or any of their respective affiliates or subsidiaries, and any other individuals or legal entities involved with the design, production, execution, distribution or evaluation of the Competition, are not eligible to enter. NIST employees and NIST Guest Researchers, as well as direct recipients of NIST funding awards through any Center of Excellence established by NIST, are not eligible to enter. Federal entities and non-NIST Federal employees acting in their official capacities are not eligible to enter. Non-NIST Federal employees acting in their personal capacities should consult with their respective agency ethics officials to determine whether their participation in this Competition is permissible.

Entry Process for Participants

To enter, visit HeadHealthChallenge.com (the “Event Website”), and submit a completed abstract (“Abstract” or “Entry”) following the instructions provided on the Event Website. Participants may begin submitting Competition Entries at 9:00 AM EST on February 2, 2015, to the Event Website. Competition Entries must be submitted no later than 5:00 PM EST on March 13, 2015, to the Event Website.

Entries submitted before the start date and time, or after the end date and time, will not be evaluated or considered for award. Entries sent to the Competition Sponsors in any manner other than through the Event Website will not be evaluated or considered for award. Entries that do not comply with the formatting requirements set forth in this Notice and the Event Website will not be evaluated or considered for award.

Entries must be complete, non-confidential and in English.

In general, each Entry:

- a) Must affirmatively represent that the participant (and each participant if more than one) has read and consents to be governed by the Competition rules and meets the eligibility requirements;
- b) Describes in reasonable detail an advanced material that, in the participant's good faith opinion, is innovative and original in the context of Head Health Challenge III. If the participant has already filed a patent application or been issued a patent for any aspect of the participant's material, or if the participant has licensed or believe that it will need to license any third-party intellectual property in order to make, use, sell, offer for sale, or import into the United States the participant's material, that fact must be included;
- c) Describes the value proposition of the material discussed in the Entry;

- d) Provides information (including but not limited to expertise and capabilities) about the individual innovators, business team, company or institution, as applicable, that created or developed the material discussed in the Entry;
- e) Describes a material that the participant is able to produce for testing within 12 weeks of the Entry submission deadline; and
- f) Confirms that the material has the potential to meet the following minimum performance levels:
 - 1) Withstand a force range of 3-12kN;
 - 2) Have the potential for withstanding 1200 impacts above 20 KE (J);
 - 3) Perform in the impact velocity range of 3.4 m/s to 11.2 m/s; and
 - 4) Maintain performance under the following environmental conditions:
 - i. Temperature range of 0 °C to 40 °C; and
 - ii. Relative humidity range of 40% to 100%.

Competition Award(s)

The Prize Purse is a combined pool from the Competition Sponsors of \$2 million. The Prize Purse may increase, but will not decrease. Any increases in the Prize Purse will be posted on the

Event Website and published in the Federal Register. The Prize Purse will be used to fund one or more awards.

The Competition Sponsors will announce via the Event Website any Entry(ies) as to which the Judges have made an award (each, an “Award”). The anticipated number and amount of the cash awards that will be awarded for Head Health Challenge III will be set forth as part of the announcement of Head Health Challenge III at the Event Website; however, the Judges reserve the right to award fewer than the anticipated number of cash awards in the event an insufficient number of eligible Entries meet the Judging Criteria for Challenge III, in the Judges’ sole discretion. Awards will be made based on the Judges’ analysis of an Entry’s compliance with the Judging Criteria for Challenge III. All potential winners will be notified by the e-mail address provided in the submission document and may be required to complete further documentation confirming their eligibility. Return of any notification as “undeliverable” will result in disqualification. After verification of eligibility, awards will be distributed in the form of a check addressed to the official representative specified in the winning entry. That official representative will have sole responsibility for further distribution of any cash Award among participants in a group Entry or within a company or institution that has submitted an Entry through that representative. Each list of Entries receiving cash Awards for Challenge III will be made public according to the timeline outlined on the Event Website [www.headhealthchallenge.com].

The initial round of cash Awards (First Round Awards) will be offered by the First Round Competition Sponsors (the NFL, GE and UA) to Entries selected by the Judges (the First Round Winners) and will be disbursed in two equal installments. The first installment of a First Round Award will be awarded after each First Round Winner meets with the First Round Competition Sponsors to agree upon a progress plan. The progress plan will include a progress report due six months from the first installment award date (or such other time as may be set by the First Round Competition Sponsors), and the second installment of the First Round Award will be awarded following approval by the First Round Competition Sponsors of the First Round Winner's progress report. A final progress report, summarizing the results and comparing the outcomes to the progress plan, will be required at the end of the First Round Award Period in order for a First Round Winner to be eligible for the single Grand Prize Award, which will be awarded to a First Round Winner selected by the Judges at the conclusion of the second round of judging. Use of NIST facilities, and consultation with NIST employees, may be made available by NIST on an equitable basis to all First Round Winners during the First Round Award Period. The Grand Prize Award winner's cash Award will be awarded by NIST to the Grand Prize Winner.

All cash Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the initial round of cash Awards. Winners are responsible for all taxes and reporting related to any Award received as part of Challenge III.

All costs incurred in the preparation of Competition Entries are to be borne by participants.

Evaluation, Judging, and Selection of Winner(s)

Submission Evaluation Criteria

This section discusses how participant submissions will be evaluated.

Abstract Submission and Review

The first step in this Competition is submission, via the Event Website, of an Abstract, which describes the proposed work and material that a participant intends to submit. Initial Evaluations of Abstracts will be conducted by Subject Matter Experts, described below. Subject Matter Experts will use the following criteria to determine whether a participant will be invited to submit a full proposal and material samples into the next round of the Competition:

- 1) Abstract completeness and participant eligibility: Participant Abstracts that are incomplete – that do not provide all information required by this Notice and the Abstract submission template (available at the Event Website) - will not be evaluated and will not move forward in the Competition. In addition, Entries from a participant(s) who does not meet the eligibility criteria as described elsewhere in this document will not be evaluated or move forward in the Competition. For complete

Abstracts from eligible participants, the Subject Matter Experts will conduct a double blind evaluation using the following criteria (Items 2 – 4), and the weighting percentage for each criterion is given in parentheses:

- 2) Evidence that the material will meet minimum performance levels (25%): The Subject Matter Experts will evaluate preliminary data and narrative evidence provided by the participant to determine whether the proposed material can:
 - Withstand a force range of 3 kN to 12 kN;
 - Have the potential for withstanding 1200 impacts above 20 KE (J);
 - Perform in the impact velocity range of 3.4 m/s to 11.2 m/s; and
 - Maintain performance under the following environmental conditions:
 - o Temperature range of 0 °C to 40 °C;
 - o Relative humidity range of 40% to 100%.
- 3) Innovation of the Material for Impact Protection (50%): Subject Matter Experts will evaluate narrative evidence and data provided by the participant that demonstrates that the material is an advancement over existing materials used in impact mitigation.

- 4) Quality and Capabilities of the Participant (25%): Subject Matter Experts will evaluate narrative evidence and data provided that demonstrates that the participant (or, if more than one, the participant's team) is technically capable of excelling in further stages of the Challenge.

First Round: Full Proposal and Material Submission

Based upon Abstract evaluations by the Subject Matter Experts, participants ranked highly according to the criteria described will be invited to submit more detailed proposals and material samples to the First Round of the Competition. The proposal format, proposal and material submission deadlines, submission instructions and other necessary information will be detailed in the invitations to submit full proposals.

If invited to propose, a participant's proposal submission must include a sample of the participant's material for testing, in accordance with the submission instructions. Proposal submissions that fail to include a material sample for testing in accordance with the submission instructions (including but not limited to any submission deadlines), will not be evaluated and will not move forward in the Competition.

Proposals in the First Round will be evaluated by Subject Matter Experts, described below, and representatives of the First Round Competition Sponsors. The Subject Matter Experts and

representatives of the First Round Competition Sponsors will conduct a double blind evaluation of proposals using the following criteria (the weighting percentage for each criterion is given in parentheses):

- 1) Significance (30%): The proposed material addresses the problem of impact protection, and extends the current state of the art in materials in this field.

- 2) Participant Capabilities (10%): The participant (or, if more than one, the participant team) has, as appropriate, the technical capabilities, scientific expertise, resources, management structure, business awareness, and collaborations necessary to execute its proposal, and a demonstrated track record of success in scientific, engineering and business enterprises as appropriate.

- 3) Innovation (40%): The proposed material employs or embodies novel materials science concepts or novel repurposing of a material, and/or the participant/participant team is employing new approaches and methodologies to materials engineering in order to create exceptional impact protection.

- 4) Approach (10%): The overall strategy, and methodologies employed by the participant/participant team are scientifically sound and technically feasible.
- 5) Material Readiness (10%): It is technically feasible that production of the proposed material can be scaled to commercial volumes.

Based upon proposal evaluations by the Subject Matter Experts and representatives of the First Round Competition Sponsors, highly ranked participants will be selected for Materials Testing. These materials will be tested by NIST for energy absorption/dissipation performance. Up to six of the participants will be selected by a panel of Judges for First Round Awards (described above) based upon materials testing results and the Judges' reviews of full proposal submissions.

Materials Testing will be conducted at NIST facilities, or at other facilities arranged for by NIST, using methods determined by NIST in consultation with experts from industry, academia and other government agencies. Materials testing will assess the ability of materials to absorb impact energy and dissipate the transfer of momentum under impact. The key measure to be assessed will be energy absorption or dissipation per unit mass or volume of material under the impact velocity ranges and environmental conditions described above.

Final Round and Grand Prize Awards:

First Round Award Winners will enter into the Final Round and will have the opportunity to improve their materials for a period of approximately one year with guidance from the First Round Competition Sponsors. A final progress report, due at the end of the one-year period, will be evaluated by the Judges. The evaluation criteria for the final progress report will be the same as those used to evaluate full proposals. In addition, NIST will conduct a final round of materials testing.

One Grand Prize Winner will be selected from among the Final Round competitors by the Judges, based on the Judges' professional assessment of the total potential of submitted materials to improve impact protection, with proposal and report evaluations and material testing data being the assessment criteria.

Subject Matter Experts and Judges

Subject Matter Experts, to be selected by the First Round Competition Sponsors, as well as any representatives of the First Round Competition Sponsors involved in evaluating full proposals, will, as a body, represent a high degree of expertise in materials science and impact protection technology, scientific stature commensurate with this part of the Challenge, and a balance of perspectives from technology sectors relevant to the Competition. Subject Matter Experts will provide assessments of Abstracts and full proposals using the criteria described herein. Neither

Subject Matter Experts nor representatives of the First Round Competition Sponsors will select winners of any cash prizes.

A panel of highly qualified Judges appointed by the NIST Director will select winners of cash prizes to be awarded to First Round Award Winners and to the Grand Prize Winner using the criteria described herein. The Judges, acknowledged experts in materials science and impact protection technology, may not have personal or financial interests in, or be an employee, officer, director, or agent of any entity that is a registered participant in this Competition, and may not have a familial or financial relationship with an individual who is a registered participant. In the event of such a conflict, a Judge must recuse himself or herself. A participant(s) should review the list of the Judges available at the Event Website, and must identify, as part of their Entry submission, any Judge who has personal or financial interests in, or is an employee, officer, director, or agent of any entity that is a participant in this Competition, or who has a familial or financial relationship with an individual who is a participant. Thereafter, a participant(s) must immediately inform the Competition Sponsors through the Event Website of a change in status resulting in a conflict for any Judge as described above. Failure to do so may disqualify a participant(s) from receiving a cash award.

Intellectual property rights:

Other than as set forth herein, none of the Competition Sponsors makes any claim to ownership of your Entry or any of your intellectual property or third party intellectual property that it may contain therein. By participating in Challenge III, you are not granting any rights in any patents or pending patent applications related to the technology described in your Entry; provided that by submitting an Entry, you are granting the Competition Sponsors certain limited rights as set forth herein.

By submitting an Entry, you grant to the Competition Sponsors the right to review your Entry, to describe your Entry in connection with any materials created in connection with Challenge III and to have the Subject Matter Experts, representatives of the First Round Competition Sponsors, and Judges, and the designees of any of them, review your Entry.

By submitting an Entry, you grant a non-exclusive right and license to the Competition Sponsors and their respective affiliates, subsidiaries, parents, and licensees, to use your name, likeness, biographical information, image, any other personal data submitted with your Entry and the contents in your Entry (including any created works, such as YouTube® videos, but not including any material(s) submitted with or as part of your Entry), in connection with (i) Challenge III, and (ii) the Competition Sponsors' initiatives to develop new materials in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You also agree that this license is perpetual and irrevocable. For uses beyond the license that you grant above, you agree that any use of your

personal data by the Competition Sponsors will be governed by the Privacy Policy posted on the Event Website.

You agree that nothing in this Notice grants you a right or license to use any names, trademarks or service marks of the Competition Sponsors, or any other intellectual property or proprietary rights of the Competition Sponsors. You grant to the Competition Sponsors the right to include your company or institution name and logo (if your Entry is from a company or institution) as an entrant on the Event Website and in materials from the Competition Sponsors announcing winners or prospective winners of Challenge III. Other than these uses or as otherwise set forth herein, you are not granting the Competition Sponsors any rights to your trademarks.

Entries containing any matter which, in the sole discretion of the Competition Sponsors, is indecent, defamatory, in obvious bad taste, which demonstrates a lack of respect for public morals or conduct, which promotes discrimination in any form, which shows unlawful acts being performed, which is slanderous or libelous, or which adversely affects the reputations of the Competition Sponsors, will not be accepted. If the Competition Sponsors, in their sole discretion, finds any Entry to be unacceptable, then such Entry shall be deemed disqualified and will not be evaluated or considered for award. The Competition Sponsors shall have the right to remove any content from the Event Website in their sole discretion at any time and for any reason, including, but not limited to, any online comment or posting related to Challenge III.

Nothing in this Competition requires you to negotiate or do business with the Competition Sponsors. You are free to discuss your Entry and the ideas or technologies contained therein with other parties and you are free to contract with any third parties; provided that you do not sign any agreement, grant any license or undertake any obligations that conflicts with any agreement that you have entered into, agreed to enter into or do enter into with the Competition Sponsors regarding your Entry (including as set forth herein). For the purpose of clarity, you acknowledge that the intent of Challenge III is to encourage people to suggest their ideas and innovations, but your participation in Challenge III does not create an obligation on either your part, or the Competition Sponsors' part, to enter into any further business relationship with you or to sign any commercial agreement with you.

Confidential information:

By making a submission to Challenge III, you agree that no part of your submission includes any confidential or proprietary information, ideas or products. Since none of the Competition Sponsors wishes to receive or hold any submitted materials "in confidence," it is agreed that, with respect to your Entry, no confidential or fiduciary relationship or obligation of secrecy is established between the Competition Sponsors and you, your Entry team, the company or institution you represent when submitting an Entry, or any other person or entity associated with any part of your Entry.

Warranties:

By submitting an Entry, you represent and warrant that all information you submit is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea/treatment protocol/solution described in the Entry):

- (a) is your own original work, or is submitted by permission with full and proper credit given within your Entry;
- (b) does not contain confidential information or trade secrets (yours or anyone else's);
- (c) does not knowingly, after due inquiry (including, by way of example only and without limitation, reviewing the records of the United States Patent and Trademark Office and inquiring of any employees and other professionals retained with respect to such matters), violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
- (d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- (e) does not and will not violate any applicable law, statute, ordinance, rule or regulation, including, without limitation, United States export laws and regulations, including, but not limited to, the International Traffic in Arms Regulations and the Department of Commerce Export Regulations; and

(f) does not trigger any reporting or royalty or other obligation to any third party.

Limitation of liability:

By participating in Challenge III, you agree to assume any and all risks and to release, indemnify and hold harmless the Competition Sponsors each of the Judges and Subject Matter Experts, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, “Competition Sponsor Entities”) from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys’ fees) resulting from or arising out of your participation in, association with or submission to Challenge III (including any claims alleging that your Entry infringes, misappropriates or violates any third party’s intellectual property rights). In addition, you agree to waive claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from your participation in this Competition, whether the injury, death, damage, or loss arises through negligence or otherwise.

The Competition Sponsor Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or

incomplete, late, damaged or misdirected Entries or material samples. Any compromise to the fair and proper conduct of Challenge III may result in the disqualification of an Entry or participant, termination of Challenge III, or other remedial action, at the sole discretion of the Competition Sponsors. The Competition Sponsors reserve the right in their sole discretion to extend or modify the dates of Challenge III, and to change the terms set forth herein governing any phases taking place after the effective date of any such change. By entering, you agree to the terms set forth herein and to all decisions of the Competition Sponsors, the Judges, the Subject Matter Experts, and/or all of their respective agents, which are final and binding in all respects.

The Competition Sponsor Entities are not responsible for: (1) Any incorrect or inaccurate information, whether caused by a participant, printing errors, or by any of the equipment or programming associated with or used in the Competition; (2) unauthorized human intervention in any part of the Entry process for the Competition; (3) technical or human error that may occur in the administration of the Competition or the processing of Entries; or (4) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from a participant's participation in the Competition or receipt or use or misuse of a cash award. If for any reason an Entry is confirmed to have been deleted erroneously, lost, or otherwise destroyed or corrupted, the participant's sole remedy is to submit another Entry in the Competition.

No obligation:

You acknowledge that multiple participants may submit Entries that contain concepts or technologies similar to your Entry and that the Competition Sponsors or their subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that any actions or omissions of the Competition Sponsors with respect to another Entry or one of its own solutions or business activities, even if similar to your Entry, shall not create in the Competition Sponsors, as applicable, any liability to you or others. Further, none of the Competition Sponsors is or shall be restricted in any way from pursuing, developing, or commercializing, in any way that such Competition Sponsor sees fit, independent of you and at the Competition Sponsor's sole discretion, any technology that is created independent of your Entry. You acknowledge that none of the Competition Sponsors is obligated to take any action whatsoever with regard to your Entry. You agree that these terms and the relationship between you and the Competition Sponsors shall be governed by the laws of the United States.

Termination and Disqualification:

The Competition Sponsors reserve the authority to cancel, suspend, and/or modify the Competition, or any part of it, if any fraud, technical failures, or any other factor beyond the Competition Sponsors' reasonable control impairs the integrity or proper functioning of the Competition, as determined by Competition Sponsors in their sole discretion.

The Competition Sponsors reserve the right to disqualify any participant or participant team it believes to be tampering with the Entry process or the operation of the Competition or to be acting in violation of any applicable rule or condition.

Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, the Competition Sponsors reserve the authority to seek damages from any such person to the fullest extent permitted by law.

Verification of Potential Winner(s):

All potential winners of a First Round Award or Grand Prize Award are subject to verification by the Competition Sponsors, whose decisions are final and binding in all matters related to the Competition.

Potential winner(s) must continue to comply with all terms and conditions of the Competition rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner, or an announced winner, is found to be ineligible or is disqualified for any reason, the Competition Sponsors may make award, instead, to another participant, as may be determined by the Judges.

Prior to awarding the Grand Prize Award, NIST will verify that the potential winner is not suspended, debarred, or otherwise excluded from doing business with the U.S. Federal Government. Suspended, debarred, or otherwise excluded participants will not be eligible to win the Grand Prize Award.

Privacy and Disclosure under FOIA:

Personal and contact information is not collected for commercial or marketing purposes. Except as provided herein, information submitted throughout the Competition will be used only to communicate with participants regarding Entries and/or the Competition. Participant Entries and submissions to the Competition may be subject to disclosure under the Freedom of Information Act (“FOIA”).

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Richard Cavanagh
Acting Associate Director for Laboratory Programs

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